

MAIL.

ist." Published every Evening

PRICE: \$24 PER ANNUM

Shipping

Hongkong, November 27, 1977.

For Sale.

FOR SALE.

SECTIONS B & C of INLAND LOT No. 51, Area 9880 Square Feet. With the 7 DWELLING HOUSES erected thereon, Nos. 35, 37, 39, 41, 43, 45, and 47, WYNDHAM STREET. Annual Crown Rent, \$105.

INLAND LOT, No. 90, Measuring to the North 80 ft. Area South 88 " 14,720 East 201 " Square West 107 " Feet. With the 4 DWELLING HOUSES erected thereon. 2 Fronting GOUGH STREET. 2 Fronting HAZELWOOD ROAD. Annual Crown Rent, \$174.64.

For particulars, apply to J. J. dos REMEDIOS & Co., Agents. Hongkong, December 1, 1877. del5

C.O.A.L.

BEST QUALITY CARDIFF STEAM COAL for Sale, ex Godown. Apply to BATTLES & Co. Hongkong, December 3, 1877.

FOR SALE.

SHAMSHEN CANTON.

THE Desirable PROPERTY known as Lot No. 49, consisting of Commodious DWELLING HOUSE, OFFICES and SILE GODOWN.

For particulars, apply to G. M. SMITH, Canton. October 15, 1877.

Intimations.

G. FALCONER & Co., WATCH AND CHRONOMETER MANUFACTURERS, AND JEWELLERS. NAUTICAL INSTRUMENTS, CHARTS AND BOOKS. 46, Queen's Road Central. Hongkong, August 20, 1877. fo30

DENTAL NOTICE. DR. ROGERS begs to say that he has RETURNED, and is now ready to receive Patients. Hongkong, November 22, 1877.

DENTAL NOTICE.

DR. STOUT has RETURNED, and will be ready to receive Patients on MONDAY, the 24th instant, until further notice, at his Rooms, Ground Floor, HONG KONG UNIVERSITY. Office hours, 8 to 12 Noon and 2 to 4 p.m. Hongkong, September 27, 1877.

THE HONGKONG HOTEL.

TENDERS are invited for a LEASE of the HONGKONG HOTEL, the present five-yearly lease expiring on the 31st August, 1878. SEALED TENDERS to be sent in on or before the 31st March, 1878, to the Secretary of the HONGKONG HOTEL COMPANY, LIMITED, who will supply any information required.

By Order of the Directors,

LOUIS HAUSCHILD, Secretary.

Hongkong, September 15, 1877. spl

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debts contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

ALFRED, British barque, Captain G. Cunningham.—Wiel & Co.

CHILDRUM, British ship, Captain E. Shrewsbury.—Wiel & Co.

COLORADO, American ship, Captain Ingraham.—Russell & Co.

KATE CARRIE, British barque, Captain James Wilson.—Melchers & Co.

BROOKFIELD, British ship, Captain H. Bates.—Russell & Co.

CHARLES OAK, American ship, Captain Staples.—Jardine, Matheson & Co.

FORMOSA, German 3-m. schooner, Capt. Schwaer.—Melchers & Co.

PARACCA, British barque, Captain O. Phillips.—Adamson, Bell & Co.

ARMY H. HALL, American barque, Capt. Chas. H. Nelson.—Captain.

BIRKEN, British ship, Captain W. Reynolds.—Order.

NELSON, British steamer, Captain Thos. Staples.—Jardine, Matheson & Co.

To-day's Advertisements.

A LAUDATORY NOTICE.

WE, the Chinese Passengers by the steamer *Melana*, Capt. B. E. Seale, beg to signify our sense of gratitude publicly for the great kindness with which we were treated on board by Captain Seale, his Chief Officer Mr. J. Ward, and the Medical Officer of the ship, Dr. Cassals, during the voyage of the vessel from Singapore to Hongkong; particularly for the good-heartedness they showed in yielding to our wishes in having preserved the body of an unfortunate female passenger who happened to die on board on the 10th inst., when the vessel was some distance from Hongkong. According to the sanitary rules of navigation, the body would have been thrown overboard, but the reverse for the dead is so great with us that all the passengers on board, numbering 432, as well as the three Chinese cooks on board, joined to beg the Captain and his Officers to spare that of the unfortunate woman, and they good-naturedly complied with our wish. We, therefore, as a mark of our sense of gratitude, have presented a Complimentary Flag to Capt. Seale, and our sincere thanks to his Officers, especially Chief Officer J. Ward and Dr. Cassals.

YOW SHING, and the other Passengers. Hongkong, December 14, 1877. del5

To-day's Advertisements.

FOR MANILA (DIRECT.)

The Spanish Steamer "EMUY" BLANCO, Master, will be dispatched as above on MONDAY, the 17th instant, at Noon. For Freight or Passage, apply to REMEDIOS & Co. Hongkong, December 14, 1877. del7

NOTICE.

COMPAGNIE DES MESSAGERIES MARITIMES. PAQUEBOTS POSTE FRANCAIS.

STEAM FOR SAIGON, SINGAPORE, BATAVIA, POINT DE GALLE, COLOMBO, ADEN, SUKE, ISMAILIA, PORT SAID, NAPLES, AND MARSEILLES; ALSO, BOMBAY, MAHE, ST. DENIS, AND PORT LOUIS.

ON THURSDAY, the 27th December, 1877, at Noon, the Company's S. S. *DJEMNAH*, Commandant CHAMPERNOY, with MAILED PASSENGERS, SPOILS, and CARGO, will leave this Port for the above places. Cargo and Spoils will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe. Cargo will be received on board until 4 p.m., Spoils and Parcels until 3 p.m. on the 26th December, 1877. (Parcels are not to be sent on board; they must be left at the Agency's Office.) Contents and value of Packages are required. For further particulars, apply at the Company's Office.

H. DU POUY, Agent.

Hongkong, December 14, 1877. del7

Charters Effectuated.

The following charters have been effected during the last few days:—
German bark Coquette, 251, hence to Saigon, \$450 in full.
German bark Mikado, 330, hence to Bataavia and Samarang, \$1,400 in full, 20 lay days.
Italian bark Bianca Petrice, 688, hence to Toulon, \$1,400 in full, 30 lay days.
German bark C. R. Bishop, 689, Manila to London or Liverpool, or to New York, private.
British ship Hawkebury, 1175, Manila to New York, private.
British bark Paracca, 484, Manila to London or Liverpool, private.
British steamer Marcia, 1080, hence to Saigon and back, \$3,100 in full, 15 lay days.
German steamer Cassandra, hence to Saigon and back, 6 voyages, 24 cents per pload.
German steamer Atalanta, 782, hence to Saigon, 6 voyages, 22 cents per pload.
German steamer Altona, hence to Saigon and back, 6 voyages, 23 cents per pload.
British steamer Marcia, 1,080, monthly charter, 4 or 6 months, private.
French bark St. Adresse, 622, hence to San Francisco and back via Puget Sound, private.
Danish ship Doria Brodarsen, 547, cleared for Rangoon under orders from Home.
British bark Mangerton, 330, hence to Quinhon and back, 20 cents per pload, 35 lay days.
British brig Victory, 255, hence to Bangkok, \$320 in full.
American bark Wealthy Pendleton, 810, Keelung to Hongkong, \$1.20 per ton of 20 cwt.

SHIPPING.

ARRIVALS.

Dec. 14, Canton, German barque, 378, F. G. Crants, Haiphong Nov. 22, Rice.—SIEMSEN & Co.

DEPARTURES.

Dec. 14, Douglas, for Coast Ports.
14, Strathmore, for Calcutta.
14, Emerald, for Manila.
14, Amoy, for Swatow and Shanghai.

CLEARED.

Coquette, for Saigon.
Heronimus, for Lillo.
Nelson, for Amoy.

PASSENGERS.

Pet Canton, from Haiphong, 3 Chinese.

DEPARTED.

Per Douglas, for Foochow, Mr. Hetton.
Per Emerald, for Manila, 1 European, and 54 Chinese.
Per Amoy, for Swatow and Shanghai, 34 Chinese.

TO DEPART.

Per Coquette, for Saigon, 20 Chinese.
Per Nelson, for Amoy, 150 Chinese.
Per Heronimus, for Lillo, 1 European.

SHIPPING REPORTS.

The German barque *Canton* reports: Fine weather to Lusan; from Cape Bolinas to Pratas Shoal, strong N.E. winds with high Northerly sea, and from Pratas Shoal to port light Southerly winds with thick foggy weather.

POST OFFICE NOTIFICATIONS.

MAILS will close:—

For YOKOHAMA.—
For POLKA, at 9.30 a.m., on Saturday, the 15th inst.

For SHANGHAI.—
For RAOUADDY, at 5 p.m., on Saturday, the 15th inst. Late letters received from 5.10 to 8.30, with 18 cents late fee.

For SAIGON.—
For MAROLA, at 3.30 p.m., on Monday, the 17th inst., instead of as previously notified.

For YOKOHAMA & SAN FRANCISCO.—
For CITY OF TOKYO, at 11.30 a.m., on Saturday, the 22nd inst., instead of as previously notified.

POST OFFICE NOTIFICATIONS.

MAILS BY THE ENGLISH PACKETS.—
The English Contract Packet *THIRST* will be despatched with the Mails for Europe, &c., on THURSDAY, the 20th instant.

The following will be the hours of closing the Mails, &c.:—

Wednesday, 19th instant.—
5 p.m., Money Order Office closes.

6 p.m., Post Office closes except the Night Box, which remains open all night.

Thursday, 20th instant.—
7 a.m., Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 a.m., Post Office closes except for Late Letters.—Registry of Letters closes.

10.15 a.m., Letters may be posted with Late Fee of 15 cents extra to Postage till.

11 a.m., when the Post Office Closes entirely.

11.30 a.m., Letters (but Letters only) addressed to the United Kingdom via Brindisi, or to Singapore, may be posted on board the Packet with Late Fee of 48 cents extra postage, till.

11.50 a.m., when the Mail is finally closed.

Hongkong, December 11, 1877. del5

MAILS BY THE FRENCH PACKETS.

The French Contract Packet *DJEMNAH* will be despatched from Hongkong on THURSDAY, the 27th instant, with Mails to and through the United Kingdom and Europe, via Marseilles, to Saigon, Singapore, Batavia, Galle, Australia, New Zealand, Tasmania, Fiji, Aden, Seychelles, Reunion, Mauritius, Suva, and Alexandria. This is the best opportunity for forwarding Correspondence to E. Africa, the Cape, St. Helena, and Ascension.

Letters may also be forwarded to INDIA by this Packet.

The following will be the hours of closing the Mails, &c.:—

Wednesday, 26th instant.—
5 p.m., Money Order Office closes. Post Office closes except the Night Box, which remains open all night.

Thursday, 27th instant.—
7 a.m., Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 a.m., Registry of Letters closes.

11 a.m., Post Office closes except for Late Letters.

11.10 a.m., Letters (but Letters only) except those to and through Aden, may be posted on payment of a Late Fee of 15 cents extra postage, until.

11.30 a.m., when the Post Office Closes entirely.

Hongkong, December 13, 1877. del7

Shipping Intelligence.

The following is corrected from the latest London and Colonial Papers:—

VESSELS TO ARRIVE.

AT HONGKONG.

When left. Name. From. Remarks.

May 10, David, Antwerp.

10, Chandos, Cardiff.

18, Albre, Melbourne.

June 18, Henry Lippert, New York.

19, City of Halifax, Cardiff.

July 2, Northampton, Baltimore.

10, Niagara, Cuxhaven.

18, Jemal Jamison, Cardiff.

14, Abernethy, Liverpool.

18, Carl Ritter, Cardiff.

20, Globe, Deal.

30, Ferdinand, Cardiff.

31, R. O. Blokmers, Newport.

Aug. 10, Papa, Cardiff.

11, North Star, Cardiff.

11, E. P. Bonville, Penarth.

14, Regulus, Cardiff.

14, Moss Glen, Penarth.

14, Patrie, Cardiff.

17, John Potts, New York.

19, Felix Mandelsohn, London.

27, Charger, Liverpool.

28, India, Hamburg.

Sept. 1, Vega, Table Bay.

3, Andrew, Flushing Roads.

4, Humbolt, New York.

7, Heala, Flushing Roads.

8, Gathcor, Cardiff.

10, River Lagan, Cardiff.

10, G. F. Morris, Newport.

16, Parace (s.), Liverpool.

18, Wildwood, Liverpool.

20, River Lagan, Cardiff.

21, P. J. Carleton, Liverpool.

22, Harkaway, London.

23, Victoria (s.), Liverpool.

23, Fidelity, Hamburg.

25, Maria Ravano, Penarth.

30, Pease, Cardiff.

Oct. 2, Anna Bertha, Cuxhaven.

3, Forest Belle, Cardiff.

4, Pimpire, Newport.

5, Mocha, Penarth.

6, Kiska, Penarth.

11, State of Alabama (s.), London.

16, Minerva (s.), London.

18, Wega, Cardiff.

19, Oscar, Hamburg.

21, Johann Smith, London.

23, Patrovia (s.), Liverpool.

25, Glenyle (s.), London.

30, Leitores, London.

AT AMOY.

23, O. F., Cardiff.

27, Maxima, Swansea.

Sept. 1, Carl Wilhelm, Cardiff.

4, Oscar Mooney, Newport.

LEAVING FOR CHINA AND JAPAN VIA THE *ATLANTIC* (General).

Oct. 1, Olympia, Cardiff.

Galley of Lorne, Malacca.

Calcutta, Calcutta.

Deva, Deva.

Minna, Minna.

Artillerie (s.), Cardiff (s.).

MEMOS. FOR TO-MORROW.

Shipping.

10 a.m.—Vega leaves for Yokohama. Sydney leaves for London.

General Memoranda.

SUNDAY, December 16.—
Daylight.—Ironclad leaves for Shanghai.

MONDAY, December 17.—
Noon.—Envoy leaves for Manila.

TUESDAY, December 18.—
9 p.m.—Meeting of Victoria Lodge.

THURSDAY, December 20.—
Noon.—English Mail leaves for Ports of Call and Europe.

Goods per *Ironclad* undelivered after Noon, subject to rent and landing charges.

Transfer Books of The Chinese Insurance Co., Ltd., closed from this date to 31st instant, inclusive.

FRIDAY, December 21.—
1 p.m.—Regatta commences.

SATURDAY, December 22.—
Noon.—American Mail leaves for Yokohama and San Francisco.

WEDNESDAY, December 26.—
Ocean leaves for Ootkown, &c., on or about this date.

THURSDAY, December 27.—
Noon.—French Mail leaves for Ports of Call and Europe.

MONDAY, December 31.—
Noon.—Sale of Ground and Buildings, at Messrs Lane, Crawford's Sale Rooms, Praya.

Norman leaves for Singapore, &c., on or about this date.

FRIDAY, January 4.—
8 p.m.—Occidental & Oriental S. S. Co.'s Steamer leaves for Yokohama and San Francisco.

TUESDAY, January 15.—
Claims against the Estate of James Smith Ferris, deceased, must be proved on or before this date.

THE HONGKONG DISPENSARY, Established A.D. 1841. 香港大藥房

A. S. WATSON & Co., FAMILY & DISPENSING CHEMISTS, WHOLESALE AND RETAIL DRUGGISTS, IMPORTERS OF

DRUGGISTS' Sundries, NURSERY REQUISITES, TOILET REQUISITES, ENGINE, AMERICAN AND FRENCH PATENT MEDICINES, MANUFACTURERS OF

Soda Water, Lemonade, Tonic Water, Gingerale, Potass Water, Sarsaparilla, Water, and other Aerated Waters. The Manufacture is under direct and continuous European Supervision. Hongkong, June 1, 1876.

The publication of this issue commences at 7.30 p.m.

BIRTHS.

On the 21st Oct., at Larkbear House, near Southall, the Wife of ROBERT K. DOUGLAS, of a Son.

On the 25th Oct., at 18, Bolton-gardens, London, LADY WARD, of a Son.

DEATH.

On the 28th Oct., at Carlyle-square, S.W., ROBERT SWINHOE, F.R.S., F.R.Z.S., F.R.G.S., late Her Majesty's Consul, Ningpo, aged 41.

THE CHINA MAIL. HONGKONG, FRIDAY, DEC. 14, 1877.

The gravity of the blow sustained by the Turks at Plevna mainly lies in the circumstance that it releases about 100,000 Russians and Romanians for operations either in the Balkans, or in the Quadrilateral. Unless peace intervenes, however, the Russians have yet some hard fighting before them. It may not seem perhaps a very sagacious remark to make at the present moment, but we have all along been of opinion that while Osman Pasha has exhibited wonderful skill as an engineer, he has shown himself equally short-sighted in quietly settling down in the open country, and, with only a few weak provisions at his disposal, permitting an enemy to completely encircle him with his forces.

This step on the part of the Turkish General is all the more surprising when it is considered that up to the time of the capture of Dubnik the Sophia road was open to him for retreat, while he could have carried off his whole army, or that portion of it able to move, in the direction of Wilidin at least a week later. Had he retreated to the Balkans he could there have exercised his engineering skill in the defence of the passes, without giving his foe the opportunity of attacking either his flanks or rear, and weakening the comparatively meagre forces available for the defence of Turkey by the capture of fifty or sixty thousand of the Turks in one single haul. Perhaps the repeated attacks upon Plevna, and the exposure in the trenches, have cost the Russians and Romanians almost as many men as surrendered or died within the fortifications of Plevna; but the Russians and their allies might have suffered away an equally large number of men in similar operations.

kan passes, without being rewarded with a single Turkish prisoner. The fall of Plevna must have been long anticipated at Constantinople, and probably preparations have been made in the Balkans for a desperate opposition there to the Russian advance. There should yet be plenty of men available for this purpose. After garrisoning the fortresses of the Quadrilateral, the Turks cannot then have a force of less than 150,000 for defending the passes and perhaps some portion of the Quadrilateral. Placed behind fortifications and unassailable from the flanks and rear, a force of 150,000 men, armed with modern breech-loaders, should be able to defend the whole of the passes of the Balkans, from Varna to Sophia. Something was said at the commencement of the war of the intention of the Russians to "turn the Balkans," but it seems to us that the Balkans are not to be readily turned, extending as they do in a more or less formidable shape from the Black Sea to Greece. Looking at the natural difficulties to be encountered in entering Roumelia on *terra firma*, as exhibited in detail on the maps, we should say the Turks are now occupying a splendid area for defence, and that it will be their own fault if the Russians have not yet some of the heaviest fighting of the campaign before them. After the passage of the Danube and the occupation of the Skopje pass the Ottoman generals would undoubtedly have done wisely if they had mainly confined their operations to the Balkans and the Quadrilateral, instead of risking a large army, composed of the flower of their forces, in the defence of an artificial fortress, the capture of which could only be a question of superior forces, and the exhaustion of the supplies of food. The excellent position of the Russians in Bulgaria, enabled as they were to rapidly concentrate their forces on any given point of their lines, while the Turkish forces were hopelessly divided, one army in the East, another in the West, and a third to the South of the Balkans, practically incapable of supporting each other on emergencies, was pointed out on more than one occasion in this journal, and, but for the loss of the 40,000 or 50,000 prisoners at Plevna, the fall of that place could hardly be regarded as a serious blow to the Turkish cause. Neither the capture of Orhanli or Sophia would seem to us to open the passage of the Balkans to the Russians. So far as can be gathered from the maps at our disposal, both these places stand on an outer line of the Balkans, and while their occupation would cut off the Turkish communications with Wilidin, Nissa, and other places to the West and North of Roumelia, it seems to us a passage would yet remain to be forced through formidable mountain ranges, before the road to Adrianople and Constantinople was laid open.

The Turkish defence in

resorting to China or Japan should absolutely cease. And whereas, by the Foreign Jurisdiction Amendment Act of 1866 it was enacted that it should be lawful for Her Majesty's Council, by Order in Council, under the Foreign Jurisdiction Act, to confer upon any Court in Her Majesty's possessions out of the United Kingdom any jurisdiction which Her Majesty in Council might lawfully by any such Order confer on any Court in any country or place out of Her Majesty's dominions within which Her Majesty has power or jurisdiction. And whereas Her Majesty was pleased by, and with the advice of Her Privy Council, by another Order in Council of the 28th day of March, 1868, to ordain (amongst other things) that in addition to the powers then vested in the Supreme Court of Hongkong the said Supreme Court might have jurisdiction over and take cognisance of all crimes and offences committed by British subjects at any place on land being within six miles of any part of the Colony of Hong Kong, and not being on the mainland of China, and of over all disputes and differences between British subjects being in any such place within such limit as aforesaid. And whereas, it has seemed to Her Majesty, by and with the advice of Her Privy Council, to be expedient to revoke the said last-mentioned Order in Council, and to confer the jurisdiction of the Supreme Court of Hong Kong, in respect to matters arising in the neighbourhood of the Colony of Hong Kong, now, therefore, Her Majesty, by virtue of the powers in this behalf by the said recited Act, or otherwise vested in Her, is pleased, by and with the advice of Her Privy Council, to order, and it is hereby ordered, as follows:—

I. In addition to the powers now vested in the said Supreme Court of Hong Kong, the said Supreme Court may have jurisdiction over and take cognisance of all crimes and offences committed by British subjects at any place on land, being within ten miles of any part of the Colony of Hong Kong, and of all over all disputes and differences between British subjects, being in any such place within such limit as aforesaid. And the said Court shall and may deal with, try, hear and determine all such cases as or falls and effectively as if such crimes or offences have been committed, or such disputes or differences had arisen by or between British subjects within the said Colony of Hong Kong.

II. The said Order in Council of the 28th day of March, 1868, is hereby revoked, except for the purpose of completing any proceedings, criminal or civil, which may have been commenced thereunder, before the said Order is published in the said Colony of Hong Kong, and any proceedings so commenced may be completed, and any sentences and judgments given therein may be executed as fully and effectually as if this Order had not been made.

The jurisdiction hereby conferred upon the Supreme Court of Hong Kong shall be in addition to any concurrent with any power or jurisdiction now possessed by the Supreme Court for China or Japan, or any Provincial Court under the said Order in Council of the 28th day of March, 1868, to deal with, try, hear and determine such cases as are herein-mentioned, and nothing in this Order contained shall affect the power of the said Supreme Court for China or Japan, or of any Provincial Court under the said last-mentioned Order in Council, to deal with, try, hear and determine such cases.

Manila.

(Translated from Manila Papers.)

The Comercio learns that the Yengarie Sugar Company, Limited, of Manila, has been established under the auspices of the Yengarie Sugar Company, Limited, who are the proprietors and possessors of the right of invention granted to Robert Toth, Esq., who has for the period of four years—exercised his invention with much success in Yengarie, Queensland. The proprietors possess a practical knowledge of the advantages and facilities that can be obtained by that system which is now introduced into the Philippines, where the manufacture is being constructed with the capacity of working 100,000 gallons of juice per day, so that estimating the number of days of the crop during the season at 120, the produce of one year will be 6522 tons of sugar, but it is hoped to reach about 8028 tons. The capital of the Company is \$250,000 paid up. This is the manufacture which has been started in Mandaulayan and from which satisfactory results are expected.

Mr. Juan José de Marcolida has received permission to load building timber in the German schooner Japan in the Isle of Negros, for exportation to Hongkong. The revenue collection of the Central Customs continues on the increase, and the sum collected during the month of November last amounted to \$99,851.48, against \$87,655.78 same time last year, being a difference, in favour of the present year, of \$12,195.70.

The following is the Manila Customs return for the month of November last in Articles subject to the exportation duty:—
Articles. Kilograms. Value. Duty.
Remy, 1,587,680 146,691 33,156.26
Bemp Bop, 35,128 6,273 70.26
Dyes, 9,851 650 9.88
Rice, 11 1 .01
Sugar, 3,643,587 283,087 5,101.48
Coffee, 82,052 30,207 276.16
Drying wood, 88,663 1,891 36.48

Total, 493,420 6,897.94
It is said that the import of Opium from the Molucca Islands this season, a cargo of which has already arrived at Manila, will not be of so much importance as that of previous years, owing to the severity of the article at the growing island, which was largely owing to the long drought experienced during the last few months.

The Comercio has the following news dated Madrid, Oct. 16th:—"The day before yesterday, a Chinaman residing in the street of Arco de San Pablo de Barcelona, stabbed a woman with whom he lived; another woman in the house, in her endeavour to interfere, was stabbed to death. The murderer then proceeded again towards his sweetheart, and likewise killed her. The aggressor was at last captured."

The German barque Rose, from Hongkong, and J. H. O'Connell, arrived from Hongkong on the 6th. The British barque Zetia, left for Liverpool on the 6th. The German barque Melina was circulated to sail for San Francisco on the 7th. The following vessels were loading on the 6th December for their destinations:—
China, (in Odis) Sarnay, for New York;

Malaysia, for San Francisco; Sophia, for Liverpool; Undine, for New York; Orleans, for New York; Horra, for New York; Staghound, for San Francisco; Elizabeth Nicholson, for Liverpool; Elmstone, for Falmouth.

SUPREME COURT.

IN ORIGINAL JURISDICTION.
(Before His Lordship Mr. Justice Snowdon.)
With a Special Jury.
14th Dec. 1877.

Wai Akwong v. Lee Sing and Lee King Chuen, \$3,425.00.

The Hon. the Attorney General, instructed by Messrs. Stephens & Holmes, appeared for the plaintiff, and
Mr. Hayler, Q.C., instructed by Mr. Brereton, appeared for the defendants.
The following Special Jury was empanelled:—Messrs. Wm. Reider, A. T. Mearns, W. C. E. Van Patten, Saml. E. B. Sear, O. Kahn, F. A. Grobler, and W. H. Forbush.

This case was returned to-day. Lee Yu Chow was called for the defence:—I am a bankrupt at present, have petitioned for adjudication during the 10th Moon. I traded under the name of Si Yik. I dealt in quicksilver speculations, and I failed in consequence. I made a contract with Mr. Wai Akwong, through a broker named Ho Yin Ting, for the loan of 200 flasks of quicksilver. The firm of Lai Hing was security. Acting on the contract, I received at different times altogether 200 flasks, and I paid to Mr. Wai Akwong \$7,312.60. I got as many flasks as I liked at my own convenience, and when I paid for the same. I got the money to pay for the quicksilver from money borrowed of Lai Hing. The quicksilver I got was handed over to parties to whom I was bound to make delivery. I had ordered 1,000 flasks from San Francisco, and when they arrived, I took delivery of only 800 flasks, leaving the 200 flasks with Lai Hing as security. On the 2nd August I saw Ho Yin Ting at Sun Yee Company, the Opium Farm. He came there that day, he came twice. I did not send for him. He came at 9 a.m. that day. Before this some people in the shop told me that Mr. Wai Akwong had sent in a bill for interest on the 28th July. When Ho Yin Ting came, I paid him \$67 odd. I told him to take the money to the plaintiff and to ask him to credit it to my account. Ho Yin Ting then went away with the money; nothing more was said. He came again at 11 a.m. of his own accord; he said Mr. Wai Akwong asked him to come to me to see whether I would close the bargain in reference to the 200 flasks, as the price was going up. He showed me a bill and said that if I took the quicksilver, I would have to pay some \$3,400 more. The bill was already written. I replied that I had no objection to accept the option, as I had quicksilver coming and I would return the 200 flasks to him. I directed him to tell the plaintiff that I would not exercise the option of taking his quicksilver. I did not see him again on the same day. I saw Ho Yin Ting twice on the day following. I saw him at noon at Sun Yee Company. The second time was at Lai Hing's. When Ho Yin Ting came to me, he said that quicksilver had risen to \$96 and \$97, adding that Wat Chee Nam, the security, had the lot of 420 flasks, had closed the bargain for me yesterday, and asking me if I knew of it. I replied that I had sent him to do so. I did so because Wat Chee Nam had told me that as I had no quicksilver in hand I might complicate him. This was on the 2nd August. Wat Chee Nam had no quicksilver in his hands, but if he had not taken over the 420 flasks, he would not have been complicated. I was a shareholder in the Tai On Bank. My money in that Bank was all lost in quicksilver transactions; my interest in the Bank was made use of to pay for the 420 flasks. Ho Yin Ting advised me to take over the 200 flasks from Mr. Wai Akwong, as I had taken over the other 420. I refused to be persuaded to do that. I had no money on that day, it having been all lost. Ho Yin Ting then went away. He came to me at the Lai Hing firm in the same evening of his own accord. It was past 9 o'clock then. A man named Wong Chik Sam, a man belonging to the Stamp Agency, was present at the conversation. Ho Yin Ting again urged me to take up the 200 flasks. I said I had no money to do so, but that I would go up to Canton the next morning, that when the contract time expired in a few days, I would return it to the plaintiff. Ho Yin Ting said quicksilver was rising and might rise to \$200 a flask. I replied that I would not accept the option, but that I would rather pay back the 200 flasks to him in time. Quicksilver was rising to over \$90 then, but the price was only a speculative one. I took over the 420 flasks at the wish of Wat Chee Nam, and not of my own accord.

Cross-examined by the Attorney General:—I am brother of Lee King and Lee King Chuen, the defendants. I paid interest to them for becoming my security. They had no share in my quicksilver transactions. I made the contract for the loan of 200 flasks through Ho Yin Ting, who brought me the form of the contract with Mr. Aching. I took them to the Lai Hing firm, and had a conversation with Lee King Chuen. Lee King Chuen then saw Ho Aching and said to him that he would be security for me, and the agreement was then signed. I borrowed the \$7,312.60 from Lai Hing on the 19th June. I was to pay \$143.60 per cent. per month interest. I had sold the quicksilver before I borrowed it. A vessel arrived on the 10th July with 420 flasks for me, and these I deposited with the Lai Hing firm, on the 18th August; meantime 974 flasks had arrived for me. Lai Hing bought them for me from California by telegram. The quicksilver was not bought from people here. Lai Hing has an agency at San Francisco, and has imported only this 1,000 flasks. Lai Hing was to get 1 per cent. commission. Lai Hing ordered the 1000 flasks for me, and not on their own account. When the first consignment arrived, Lai Hing told me that they would reserve 300 flasks in their custody in order to return the number borrowed of the plaintiff. This was on the 16th July. I did not tell Ho Yin Ting to close the bargain, and if he had said so it would be untrue. I would have said that I did not tell Wat Chee Nam that I had lent the 200 flasks to settle the bargain about the 200 flasks, and that he might go to ask him to do the same with regard to the 420 flasks. If he had said so, that would be a truth also. I have never told Ho Yin Ting to go to the plaintiff to inspect the contract to see whether the price arranged was \$96 or \$97. I had the price arranged in a book. Ho Yin Ting did not ask me about the balance of \$4200, and I did not put him off to some other time. I did not tell him to close the bargain.

By the Attorney General:—I did not see Ho Yin Ting on the 4th; he did not come to enquire whether my brother was. No one came on that day. Lee Yu Chow was at Sun Yee and not in our shop.

By Mr. Hayler:—Lee Yu Chow was clerk at Sun Yee Company, and his business was there.

Wong Chik Sam was called:—I belong to the Stamp Office Agency in Bonham Street. On the evening of the 3rd August, I took a letter and something to Lai Hing. I saw Lee Yu Chow and Ho Yin Ting there. They were having a conversation about quicksilver. Yin Ting said quicksilver was now rising, and up to \$96 or \$97, that Lee Yu Chow had better accept the option and take up the quicksilver. Lee Yu Chow said he had no money then. Ho Yin Ting said, "Well, the price is at present stands, looks like going up to more than \$100." Lee Yu Chow said he could not do that then, and that he would go up to Canton next morning. He added that he had 200 flasks deposited with Lai Hing, and when the time came, he would return the plaintiff's quicksilver with them. Lee Yu Chow also asked if much quicksilver was sold in the market that day; he replied that a little only was sold.

Cross-examined:—I am not a great friend of Lee Yu Chow; he is only an acquaintance of mine. I did not take any particular interest in this matter, but I happened to be present at their conversation, and I was asked to come here a few days ago. Lee Yu Chow then reminded me of the conversation, and asked me if I did not recollect that Ho Yin Ting had urged him to take up the bargain. What I have stated here to-day is not the result of Lee Yu Chow's reminder; I could remember the whole conversation without his reminding me. He only drew my attention to the fact of that conversation.

Re-examined:—If Ho Yin Ting had said that I was not there at that conversation, it would be untrue. He must have seen me. This closed the case for the defence.

Mr. Wai Akwong was recalled by the Court. He said he sent his son to the Lai Hing firm because he had not received an answer to his letter. His son returned with the answer that the Lai Hing people said the money was not due by them but by their brother Lee Yu Chow. With regard to the employment of Ho Yin Ting, plaintiff had only two transactions through him, and other transactions were through the Bank. Plaintiff had contracts of quicksilver and hypothecations of quicksilver, the papers of which transactions passed through witness' hands.

Mr. Hayler then summed up his case for the defendants.

The Attorney General then replied at some length, commenting on the evidence.

His Lordship, in summing up, read over the evidence to the Jury and commented on it as he went on. He said that unless they thought that the plaintiff and his witnesses had conspired on the 2nd August to defraud Lee Yu Chow, they must find for the plaintiff, but on the other hand if they believed the evidence of the defendant and his witnesses, that Lee Yu Chow never exercised the option of purchase, they must give a verdict for the defendants. At the end he read and explained to the Jury the law bearing upon the point of the necessity of giving notice to the defendants who were the parties, and submitted a number of questions to be answered by the Jury, who then retired to consider their verdict.

The Jury found that the broker Ho Yin Ting was the agent of Lee Yu Chow to purchase the quicksilver, and that he did purchase it, but as a matter of precaution, Wai Akwong ought to have had it confirmed by Lee Yu Chow; that the defendants did not receive any sufficient notice of the purchase; and that the defendants were prejudiced by want of notice.

This was taken as a verdict for the defendants, subject to the plaintiff's rights on the point of law as to notice being required.

why should I have to pay the balance? On the 3rd August, I did not give him any money to take delivery of the quicksilver for Mr. MacBain; that transaction was not mine. It was Chow Kee's. Chow Kee lived with me at that time. There is such a man as Chow Kee; he came from Canton; a friend of mine. I did not buy Mr. MacBain under the false name of Chow Kee. Chow Kee himself gave me instructions to buy for him. It was bought on the 18th or 20th July, deliverable on 3rd August. I saw Chow Kee pay the money to Ho Yin Ting to get delivery; it was about \$5000. The money was not mine. I had the 200 flasks deposited with Lai Hing all the time. I was told by Ho Yin Ting on the 3rd August that quicksilver had gone up to \$96 or \$97. I did not know the price myself without being told of it by the brokers. The 200 flasks were to be used to repay Wai Akwong. If I could have sold the 200, I would have got a profit; but I did not know that I could sell. Neither I nor Lai Hing was expecting that the quicksilver would have gone up to \$100. As to the \$3,000 paid to Mr. MacBain for his quicksilver, the money was not given to Ho Yin Ting at Lai Hing's. The quicksilver was not delivered to one of the Lai Hing's clerks. The quicksilver was bought from Mr. MacBain at \$81 to \$82. I would swear that I had no interest in that quicksilver, nor had Lai Hing any. Chow Kee was a dealer in quicksilver.

Mr. Hayler objected to any cross-examination of Mr. MacBain's transaction as being irrelevant.

The Attorney General contended that it was, as the reason given by Ho Yin Ting for not paying the plaintiff was that the witness had to pay Mr. MacBain, but he would leave this part of the evidence for comment in his address to the Jury.

Lee King Chuen:—I am one of the defendants; the letter of the 4th August from Wai Akwong was not received by me; if it had been received by any one in our firm, it would have been given to me. On the 6th August, Mr. Wai Akwong's son came to me at Lai Hing, and asked if Ho Yu Chow was in the shop or not. I said he had gone to Canton. He said he would still owed his father over \$3,000 for the purchase of quicksilver, and that we had better get him to pay up. I said we had better get him to return us the 200 flasks in our possession which we would return to him at the expiration of the contract time, and that Mr. Wai Akwong had better be prepared to return us the \$7,312. This was the first time I heard of the close of the bargain.

By the Attorney General:—When Mr. Wai Akwong's son came, he said the \$3,400 was due to his father by Lee Yu Chow. When I said to him that I had nothing to do with it, he said, "You are sure, and would be responsible; if you don't take the quicksilver now, it may rise further in price, and you will have to return the quicksilver if it should rise to \$160 or \$200."

Re-examined:—I am not a dealer in quicksilver.

By the Attorney General:—I did not see Ho Yin Ting on the 4th; he did not come to enquire whether my brother was. No one came on that day. Lee Yu Chow was at Sun Yee and not in our shop.

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Police Intelligence.

(Both Magistrates' sittings.)
Dec. 14, 1877.

Koo Hoo, a fisherman, was charged with stealing a padlock from a hawker's stall, valued at 15 cents; and sentenced to one month's imprisonment with hard labour.

ASSAULTING THE POLICE.
Mak Tong, a bricklayer, was charged with assaulting P. C. Mule Chum (No. 161) whilst in the execution of his duty and tearing his clothes. The charge was proved, and Mr. May fined him 80 cents and to pay 10 cents amend for tearing the Constable's clothes.

YU ACHU, a coolie, unemployed, was charged by P. C. 625 with being found in the unlawful possession of three iron rowlocks and one iron rack at Kowloon.

Mr. Russell remanded the case till the 17th instant to enable the Police to make further enquiries.

YU ACHU, a coolie, unemployed, was charged with stealing a brass oilcock and a piece of brass wire, the property of Messrs. Spratt & Co., valued about \$5.

Mr. Spratt said the prisoner was not employed at the Dock; but went there to visit one of the employees.

The prisoner said he picked the things up. Two months' hard labour.

CHAN A-YAN and three others were charged with playing "Fan-tan" in the streets. The first defendant, who acted as manager, was sentenced to 3 months' hard labour; and the others were fined \$5 each or 21 days' hard labour.

JOAQUIM DE SOUZA, a Portuguese watchman employed at the Patent Slip, West Point, was charged with being drunk and incapable of performing his duty. He denied the charge, saying that Captain Cook pushed him down, and accused him of being drunk. He was not drunk, but had taken a glass after his dinner.

Mr. May fined him \$1 or 2 days' imprisonment.

ALLEGED ATTEMPT TO EXTORT.
Chu Ashun, and Chu Ahik, chair coolies, were charged as follows:—P. C. James Smith (No. 79) said that he went in the defendants' chair from the Hongkong Hotel to Peel Street, and on arriving there the 2nd defendant said he wanted 25 cents. Witness paid this, when the 1st defendant said: "No, the fare is 40 cents." This witness refused to pay, and the witness's suggestion, they went to the Station. Defendant stated that the Constable was drunk, and that they did not carry him; they saw two other chair coolies, however, with whom the complainant was disputing. The complainant turned round, and kicked one of the defendants, and then took them (defendants) to the Station.

Sergeant Stanton was here called, and stated that he took the charge; the Constable had been drinking, but he was not drunk, and in fact it was sorely perceptible.

Mr. May remarked that he was sorry the Constable should have shown the slightest signs of having been drinking; as it was, he would have to discharge the defendants.

STEALING POWLS.
Teng Anin, a coolie, was sent to 3 months' hard labour for attempting to steal a fowl. A previous conviction was proved against him.

IN A HURRY.
Mak Akai, a water coolie, was fined \$5 or 7 days' hard labour for attempting to turn on the water at Taipingshan.

Several men (carpenters) residing in D'Agular Street and one residing in Lyndhurst Terrace were fined 25 cents each for sharpening their tools on the footpath, thus causing a nuisance.

STEALING FISH.
Chan Cheung, a street coolie, was charged with stealing 20 cents worth of salt fish the property of Wong Fan, a fishmonger, and sentenced to 2 months' hard labour. Mr. May observing that he would make an example of the defendant to deter others from getting into the same trouble.

BREACH OF THE OPIUM ORDINANCE.
Luk Atung, a coolie, and Chung Kwai, a farmer, were charged with a breach of the Ordinance, for the preparation and sale of prepared opium.

Mr. Ng Aohy appeared to prosecute.

H. H. Rodrigues said he was in the employment of the Opium Farmer. He heard something about opium last evening, and in consequence of what he heard he went to watch in Jervois Street in company with two Opium Farmer's detectives. About a quarter past eleven he saw the first defendant carrying a box and a mat-bag, the second defendant closely following. When they had arrived at the corner of Jervois Street, the first defendant caught sight of witness, who was about ten feet distant, and he then threw down the box and mat-bag, and attempted to run back. Witness prevented him and said in Chinese "what have you got there?" He replied "Opium." Witness asked him what he was going to do with it and he replied that he was going to take it, on board the American Mail steamer. He said the opium belonged to the second defendant. The second defendant acknowledged to witness that the opium was his property, and that he had no permit from the Opium Farmer. Witness then gave both of the defendants into custody. The box contained 30 tins of prepared opium and the bag two bundles containing 30 and 16 tins respectively. Each tin had the net weight of opium written on it. Witness knew that the Ordinance required that a person having prepared opium in his possession should have a certificate specifying the amount sold, and neither defendant produced such a certificate. The total weight of the opium, according to the weight written on each tin, was 740 taels, and the value between \$375 and \$400.—The 1st defendant said he was hired by the 2nd to carry the bag and box, and he neither knew where he was to take them nor what they contained. The 2nd defendant said that a stranger asked him to call a coolie to carry the box and bag, and he did not know where they were to be carried, nor could he find the man who asked him to get a coolie.

Mr. May remanded the case till the 17th instant to enable the police to investigate further.

CORRESPONDENCE.

(To the Editor of the "CHINA MAIL.")

West Point, Dec. 14th 1877.

Sir,—In reference to Dr. Eitel's apology for the Colonial system of secular education, permit me to explain that I have no intention of entering upon a discussion of the convictions avowed in my letter of the 10th upon any other basis than that indicated, viz. our Common Christianity. It is exactly four years since Dr. Eitel, in your columns, condemned the Central School on the ground of its hostility to Christianity. In January last he was loud in his praises from a religious point of view, whilst in his letter of yesterday he abandons (as I gladly note) his second position, and takes up a third entirely apart and distinct from the Christian standpoint. Thither I must decline to follow him, because I have no assurance that the arguments he skillfully propounded are the Government line of defence. They could not in fact be adopted as they stand without placing the executive on the horns of a dilemma. The ends sought to be secured by the Central School have been variously stated by those in authority in reports and speeches, and it appears that different Governors have adopted different views as to the meaning of pledges given to induce Chinese to reside here. Ingenious as is the letter of the learned Doctor, I fancy he may be told

"Nec tibi auxilio
Nec defensoribus istis tempus eget."

I must, however, disclaim all imputation of "covertly" alluding to my friend Dr. Eitel; the allusion was I supposed unmistakable. I deplore the fact that he has not disavowed his utterances in January last as to the relations which in his opinion exist between Secularism and Christianity, and I can only say for myself and fellow-believers that our conviction of their fundamental hostility is a matter both of faith and of experience, and not a mere "quibble" or "sentiment." I am always sorry to have to differ from any one on public grounds, whom personally I am privileged to count as a friend. But "magis amica veritas," especially when, as in the present case, that Truth is Divine. Institutions and discussions from which the claims of Christ are rigidly excluded have no attraction for his ambassadors.

I am, Sir, yours &c.

A. B. HUTCHINSON, C.M.S.

A WORD IN TIME.
To the Editor of the "CHINA MAIL."
Hongkong, Dec. 14, 1877.

Sir,—I observe in your paper of last night that the community is to be favoured with another Band Promenade. Should we not have some assurance from Government House that the affair will be permitted to take place? Before paying their ten cents, and also in consideration of there being "no change given," I think that, in view of recent events, intending speculators to that amount should have some guarantee that they will not be gratified with the tramp of the departing Band, and the small of recently-extinguished lanterns.

We have just received telegraphic news of a terrible slaughter of human beings at Plevna, and mail news of a fearful loss of life in the Blantyre Colliery, and I am afraid these two appalling events will prove too much at the last moment for the joyous feelings of His Excellency.—Yours truly,

CAREFUL.

TROOPSHIPS.
(Mitchell's Maritime Register.)

We have taken occasion, on the publication of the Parliamentary Returns, to give a summary of the tabulated Reports relating to the working of troopships specially built and set apart for the conveyance of Officers and soldiers between England and India. The names of the ships are well known; but to make our review more complete, we may repeat that they are all of 4,173 tons and 700 nominal horse-power, and were built on the same lines. The *Corcodile* cost £205,365, the *Euphrates* £210,126, the *Jumna* £211,263, the *Malabar* £210,201, and the *Serapis* £206,455. The total amount paid to the contractors is thus shown to have been £1,043,200, while in addition, the pay and allowances to Officers before the ships were completed, amounted to £50,634. The *Serapis* was lent to the Admiralty for the service of the Prince of Wales, and did not, in consequence, perform any part of the regular transport duty during the year. The *Jumna* and *Malabar* are fitted with surface condensers only, but the *Corcodile*, *Euphrates*, and *Serapis*, have superheating apparatus and surface condensers. As regards the speed, consumption of fuel, &c., the following will supply the means of comparing results:—

	<i>Corcodile</i>	<i>Euphrates</i>	<i>Jumna</i>	<i>Malabar</i>	<i>Serapis</i>
Mean speed run for the season	8.40	8.45	8.20	8.11	8.11
Total distance run	24,908	24,426	24,171	24,650	24,650
Tons	Tons	Tons	Tons	Tons	Tons
Total coals consumed	4,692	6,105	4,511	4,940	4,940

The wind and weather experienced, the quality of the coal burnt in the furnaces, the trim of the ships, and the delays on the voyage, have to be taken into consideration in contrasting performances. The *Euphrates*, for example, appears to have consumed a much greater *pro rata* quantity of fuel than the other ships, but she had to be fitted with new engines, and possibly they may to some extent be accountable for the high rate of expenditure; but this ship was the

